



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
Washington, D.C. 20570

June 16, 2016

Michael E. Gans, Esquire
Clerk United States Court of
Appeals for the Eighth Circuit
Thomas F. Eagleton U.S. Courthouse
111 South Tenth St., Rm. 24.329
St. Louis, MO 63102

Re: *Cellular Sales of Missouri, LLC v. NLRB*,
8th Cir. Nos. 15-1620, 15-1860

Dear Mr. Cayce:

On June 2, 2016, the Court handed down its opinion granting in part Cellular Sales of Missouri, LLC's petition for review of the Board's Order in *Cellular Sales of Missouri, LLC*, 362 NLRB No. 27 (2015), and granting in part the Board's cross-application for enforcement of that Order. Pursuant to Rule 19 of the Federal Rules of Appellate Procedure, I hereby submit the Board's Proposed Judgment in the above-entitled manner. A certificate of service is enclosed.

Very truly yours,

s/ Linda Dreeben
Linda Dreeben
Deputy Associate General Counsel
National Labor Relations Board
1015 Half Street, SE
Washington, DC 20570
(202) 273-2960

**UNITED STATES COURT OF APPEALS
FOR THE EIGHTH CIRCUIT**

CELLULAR SALES OF MISSOURI, LLC)	
)	
Petitioner/Cross-Respondent)	Nos. 15-1620, 15-1860
)	
v.)	Board Case No.
)	14-CA-094714
NATIONAL LABOR RELATIONS BOARD)	
)	
Respondent/Cross-Petitions)	
)	

JUDGMENT

Before: WOLLMAN, MELLOY, and COLLOTON, Circuit Judges

THIS CAUSE came to be heard upon a petition filed by Cellular Sales of Missouri, LLC to review, and upon a cross-application for enforcement filed by the National Labor Relations Board to enforce, an Order of the National Labor Relations Board in Board Case No. 14-CA-094714, reported at 362 NLRB No. 27 (March 16, 2015). The Court heard argument of the parties and has considered the briefs and agency record filed in this cause. On June 2, 2016, the court handed down its opinion granting in part the Board's cross-application. In conformity therewith, it is hereby

ORDERED AND ADJUDGED by the United States Court of Appeals for the Eighth Circuit that Cellular Sales of Missouri, LLC's petition for review of the Board's decision invaliding the mandatory arbitration agreement's waiver of class or collective procedures in all forums is GRANTED. It is further

ORDERED AND ADJUDGED that National Labor Relations Board's cross-application for enforcement of the Board's Order finding that the mandatory arbitration agreement violated Section 8(a)(1) of the Act, because it could be reasonably construed as prohibiting employees from filing unfair-labor-practices with the Board, is ENFORCED.

Accordingly, Cellular Sales of Missouri, LLC, its officers, agents, successors, and assigns, shall

1. Cease and desist from

- (a) Maintaining a mandatory and binding arbitration agreement that employees reasonably would believe bars or restricts employees' rights to file charges with the National Labor Relations Board or to access the Board's processes.
 - (b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed to them by Section 7 of the Act.
2. Take the following affirmative action necessary to effectuate the policies of the Act.
- (a) Rescind the mandatory and binding arbitration agreement in the compensation schedule in all of its forms, or revise it in all of its forms to make clear to employees that the arbitration agreement does not restrict employees' right to file charges with the National Labor Relations Board or to access the Board's processes.
 - (b) Notify all current and former employees who were required to sign the arbitration agreement in the compensation schedule in any form that it has been rescinded or revised and, if revised, provide them a copy of the revised agreement.
 - (c) Within 14 days after service by the Region, post at its Pittsburg, Kansas facility and at all other facilities in Missouri and Kansas, copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 14, Subregion 17, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice marked "Appendix" to all current employees and former employees employed by the Respondent at any time since June 12, 2012.
 - (d) Within 21 days after service by the Region, file with the Regional Director for Region 14, Subregion 17, a sworn certification of a

responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

APPENDIX

NOTICE TO EMPLOYEES

**POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES
COURT OF APPEALS ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT maintain a mandatory and binding arbitration agreement that our employees reasonably would believe bars or restricts their right to file charges with the National Labor Relations Board or to access the Board's processes.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL rescind the mandatory and binding arbitration agreement in the compensations schedule in all of its forms, or revise it in all of its forms to make clear that the arbitration agreement does not restrict your right to file charges with the National Labor Relations Board or to access the Board's processes.

WE WILL notify all current and former employees who were required to sign the mandatory arbitration agreement in the compensation schedule in all of its forms that the arbitration agreement has been rescinded or revised and, if revised, provide them a copy of the revised agreement.

CELLULAR SALES OF MISSOURI, LLC

The Board's decision can be found at www.nlrb.gov/case/14-CA-094714 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



**UNITED STATES COURT OF APPEALS
FOR THE EIGHTH CIRCUIT**

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Petitioner/Cross-Respondent)	Nos. 15-1620, 15-1860
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NATIONAL LABOR RELATIONS BOARD)	
)	
Respondent/Cross-Petitions)	
)	

CERTIFICATE OF SERVICE

I hereby certify that on June 16, 2016, I electronically filed the foregoing with the Clerk of the Court for the United States Court of Appeals for the Eighth Circuit by using the appellate CM/ECF system. I further certify that the participants in the case are registered CM/ECF users and that service will be accomplished by the appellate CM/ECF system.

s/Linda Dreeben
Linda Dreeben
Deputy Associate General Counsel
National Labor Relations Board
1015 Half Street, SE
Washington, DC 20570

Dated at Washington, D.C.
this 16th day of June, 2016